

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. 0004		3. Effective Date 2003MAY05		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ADEAP DEBBIE PETERMAN (586)574-6360 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PETERMAD@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE07-03-R-T014	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2003APR01	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-R-T014 MOD/AMD 0004	Page 2 of 5
---------------------------	---	---------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Amendment 0004 is to make the following revisions:
2. Revise subparagraph (c) to paragraph F-8.

FROM:

CDRL A006, PPL

Contractor will deliver one digitized copy the PPL 30 DACA

TO:

CDRL A006, PPL

Contractor will deliver one digitized copy of the PPL 30 DACA
3. Provide notice that paragraph b(1) of the Executive Summary was revised. The last sentence was changed in Amendment 0003.
4. All other terms and conditions remain unchanged.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-03-R-T014 MOD/AMD 0004</p>	<p align="center">Page 3 of 5</p>
---	---	---

Name of Offeror or Contractor:

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 CHANGED TACOM	EXECUTIVE SUMMARY - ALTERNATE 1	MAR/1998

- a. REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the 600 GPH Reverse Osmosis Water Purification Unit (ROWPU).
- b. PROCUREMENT. This is a Total Small Business Set-Aside procurement. It is a Firm-Fixed-Price, 5-year Indefinite Delivery-Indefinite Quantity (IDIQ) type contract. The Government plans to award a single contract to the successful offeror. The guaranteed total contract minimum quantity is 16 each and the maximum quantity is 200 each. The Government may order a minimum quantity of 1 each on an individual delivery order. The "unit prices" shall be used in the placement of future firm-fixed-price delivery orders.
- (1) FAT Units. There are 3 First Article Test (FAT) Units. One (1) of the test units will become the manufacturing standard and be shipped as the last unit under the contract. The remaining two (2) first article units will be submitted to the Government for acceptance following testing and refurbishment, if appropriate, and shall be considered part of the First Ordering Year quantity. (Changed by Amendment 0003) The Government intends to award a Delivery Order for the FAT and first year production items concurrently with the basic contract award.
- (2) CDRL Items. Contract Data Requirements List (CDRL's) items SHALL NOT be priced separately. The price of CDRL's shall be included in the appropriate Clin/Sub-Clin price.
- (3) Test Costs. (Changed by Amendment 0003) The cost of all required testing efforts SHALL be included in your basic proposal. DO NOT assume that a test waiver will be granted at a later time. FAT waiver requests shall be submitted in accordance with Clause E-14.
- (4) Transportation costs will not be evaluated for this action in accordance with FAR 52.247.50.
- c. BEST VALUE. This solicitation will be evaluated using Best Value contracting approaches, reference Section M. The Government reserves the right to award this contract without conducting discussions. The total evaluated price will be comprised of the total cost for the First Article Test units, the First Article Test Effort and Report, and the total cost for the First-Fifth Ordering Periods using the estimated quantities specified in Schedule B. The Government reserves the right to make no award as a result of this solicitation if upon evaluation, none of the proposals are deemed likely to meet the schedule or technical requirements at an acceptable level of risk and/or price. Additional consideration WILL NOT be given for proposals that exceed the Government's stated requirements.
- d. QUANTITY. This is a 5 Year Indefinite-Delivery Indefinite-Quantity (IDIQ) type contract. The estimated quantity is based on current available funding. The actual quantities are variable during actual contract performance depending on fund availability and requirements. The current total estimated quantity is 93.
- e. TECHNICAL DESCRIPTION. There are requirements for three model types: Type I - Trailer Mounted Army version, Type II - Skid Mounted Air Force version, and Type III - Skid Mounted Navy/Marine Corp version. See Section J Attachments for Technical Data Package and Purchase Description. Test waivers may be approved after award based on the submission of appropriate documentation and an adequate cost adjustment proposal for the test waiver action. Applicable NSN's follow:
- Type I: 4610-01-193-4349
Type II: 4610-01-193-4348
Type III: 4610-01-195-6297
- f. GENERAL. The 600 GPH ROWPU is a mobile water purifying system that supplies potable water for troops in the field and potable water for support equipment. A Technical Data Package and Purchase Description fully describe the three models and will be acquired in this action. The US Army is the executive agent for water systems for all DOD components. The Army, Air Force, Navy, Marines, and FMS customers utilize the 600 GPH ROWPU. The 600 GPH ROWPU is a mature fully sustainable system with more than 1,200 units fielded. The system was type classified standard in 1992.
- g. BASIS FOR AWARD. The award of this contract will be made to that responsible offeror whose proposal represents the best value to the Government based on the criteria set forth in Section M. In order to determine the best value, the Government will evaluate three areas: Past Performance, Price, and Small Business Participation.
- h. REJECTION OF OFFERS. The Government may reject any proposal which:
- (1) Merely offers to perform work according to the RFP terms or states the offeror is able to comply, without elaboration.
- (2) Is unrealistic in terms of technical or schedule commitments, is unrealistically high or low in price, reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved.
- (3) Is materially unbalanced as to price. An offeror is materially unbalanced as to price when, in the judgment of the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE07-03-R-T014 MOD/AMD 0004 </p>	<p style="text-align: center;">Page 4 of 5</p>
--	--	---

Name of Offeror or Contractor:

Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

i.. UNIQUE ASPECTS OF THIS SOLICITATION. The solicitation will be evaluated utilizing an informal source selection evaluation team to determine the best value for the Government. The tradeoff process allows the Government the flexibility to select the best value offer, which may not always be the lowest price.

j. NOTICE REGARDING FILL-INS. Please note that this solicitation, including Section K, contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each clause and provision.

k. NOTICE REGARDING CAGE CODE. DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:_____

l. OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to This Solicitation. To be considered for award, you must electronically return one signed copy of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33) IAW requirements stated in Section L.

(2) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. IF YOU SUBMIT AN OFFER FOR LESS THAN THE MINIMUM QUANTITY SOLICITED OR FOR MORE THAN THE MAXIMUM QUANTITY, YOUR OFFER SHALL NOT BE CONSIDERED FOR AWARD.

(3) Notice Regarding Bar Code Marking. Please note that a requirement for bar code marking applies to shipments made under the contract/delivery orders that will result from this solicitation. Refer to the clause entitled BAR CODE MARKING in Section D of this solicitation. You must include the cost of bar code marking in your proposal.

(4) Acknowledgment of Amendments. Please acknowledge any amendments to this solicitation in the space provided in Section A of SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(5) Question/Problem Resolution. Questions regarding this solicitation should be directed to the person identified in Block 10 of the SF33. Additional sources of information can be found in the following provisions: NOTICE OF TACOM OMBUDSPERSON and HQ AMC-LEVEL PROTEST PROGRAM.

(6) Past Performance. Information is required prior to the solicitation closing date, see Section L for details.

m. Inconsistencies Between the Executive Summary and the Solicitation. This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, pleasecontact the person identified in Block 10 of the SF33.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-03-R-T014 MOD/AMD 0004</p>	<p align="center">Page 5 of 5</p>
---	---	---

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED 52.242-4457 (TACOM)		DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 180 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 6 units every 30 days;

(ii) You'll deliver a maximum of 8 units every 30 days

(iii) You can deliver more than the minimum number of units every thirty days with written authorization of the PCO.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

(Added by Amendment 0004)

(c) In the event that the First Article Test is waived in its entirety, Clause E-4 is deleted in its entirety and the revised due dates for CDRLs A005, A006, A008, AND A009, as specified below, shall be in effect:

CDRL A005, Pre-Procurement Screening
Initial submittal due 30 DACA

CDRL A006, PPL
Contractor will deliver one digitized copy of the PPL 30 DACA

CDRL A008, EDFP
Initial submittal due 30 DACA

CDRL A009, Technical Manuals Schedule:
Initial draft change pages due 30 DACA
Delete "Updated draft changes pages due 30 days after FAT."
Val/Ver will be 60 DACA